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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re:	)	CASE: 18-41483
	)	CHAPTER: 7
PETER N. NORDBERG,	)	R.S. NO.: AMM-089 (Northern)
)	
Debtor(s).)	
)
		) SUPPLEMENTAL DECLARATION
		) IN SUPPORT OF MOTION FOR
		) RELIEF FROM STAY
)
		) DATE: 08/22/2018
		) TIME: 9:30 a.m.
		) PLACE: NORTHERN DISTRICT,
		) OAKLAND DIVISION
		) 1300 CLAY STREET, Courtroom 220
		) OAKLAND, CA 94612

20 I Chastity Wilson, declare as follows:

21 1. I am employed as a Assistant Secretary for Nationstar Mortgage
22 LLC d/b/a Mr. Cooper, servicing agent for U.S. Bank National Association, not in its individual
23 capacity but solely as Trustee NRZ PASS-THROUGH TRUST X ("MOVANT"). I am
24 authorized to sign this supplemental declaration in Support of Motion for Relief, on behalf of
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1 Movant and have knowledge regarding Movant's interest in the real property that is the subject of
2 the Motion for Relief ("Motion").

3 2. I am one of the custodians of business records for Nationstar Mortgage LLC d/b/a
4 Mr. Cooper of loans involved in bankruptcy proceedings and the business records are maintained
5 under my control and supervision. All business records of the loan documents, including
6 promissory notes and deeds of trust, are kept in the ordinary course of business.

7 3. I have examined the files and business records of Nationstar Mortgage LLC d/b/a
8 Mr. Cooper regarding the Note and Deed of Trust which are the subject of this Motion and I
9 have found the following information to be true:
10

11 a. On October 6, 2008, Peter Nordberg ("Original Borrower") made and delivered to
12 MetLife Home Loans, a Division of MetLife Bank, N.A. as payee, a Promissory Note ("Note")
13 secured by a Deed of Trust ("Deed of Trust") in the principal sum of \$729,750.00 with the Note
14 all due and payable on November 1, 2038. The Note and Deed of Trust encumber real property
15 commonly known as **1818 E Bear Claw Circle, Draper, UT 84020** ("Property"). The Note and
16 Deed of Trust are attached to Movant's original filed Motion pleading exhibits filed with the
17 Court on August 01, 2018.

18 b. I am informed and believe that on June 28, 2018, an involuntary Chapter 7
19 petition was filed against Debtor **Peter N. Nordberg**. The involuntary petition was filed by
20 petition creditor, **Royce Monson**.

21 c. The total amount due under the Note and Movant's Deed of Trust as of July 16,
22 2018, exclusive of attorneys' fees and costs, was approximately \$1,110,894.48
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Unpaid Principal Balance:	\$704,517.63
Interest:	\$320,858.20
Escrow Advance Balance:	\$80,015.74
Other fees and costs:	\$5,502.91

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1 Total due:

\$1,110,894.48

2 d. As of August , 2018, the loan is in material default and contractually due for the
3 months of January 01, 2012 through and including August 01, 2018 (80 payments) for total
4 arrearage of \$468,865.60.

5 **DEBTOR AND PETITIONING CREDITOR'S INTEREST IN THE PROPERTY:**

6 e. There have been no schedules filed by the Debtor or petitioning creditor. The
7 Property address is listed as residing address of Petition Creditor, **Royce Monson**. However,
8 Royce Monson is not a borrower listed on the original Deed of Trust and Movant does not have
9 any written contractual agreement with the petitioning creditor. Furthermore, Movant has not
10 consented to the Petitioning Creditor's potential interest in the Property or occupancy of the
11 Property that is secured by its first lien.
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13 **JUNIOR LIEN:**

14 f. On or about December 12, 2008 Peter Nordberg executed and delivered to United
15 Title Service, as trustee for the benefit of Michael Bunker, as beneficiary, a certain deed of trust
16 (the "Bunker Trust Deed") to secure the performance by the debtor of the obligations in the
17 amount of \$288,000 under a Promissory Note ("Bunker Note") executed and delivered for
18 valuable consideration to Michael Bunker. Michael Bunker did not record the Bunker Deed of
19 Trust until February 13, 2009. A true and correct copy of the Bunker Deed of Trust is attached
20 and marked as **Exhibit 1**. Royce Monson obtained an untheorized and potential interest in the
21 Bunker Deed of Trust by assignment recorded on February 02, 2016. A copy of the Bunker
22 Assignment is attached as **Exhibit 2**.
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PROPERTY VALUE:

g. On or about July 03, 2018, Nationstar Mortgage requested that Broker's Price Opinion ("BPO") be performed on the Property. A property value analysis of a single family residence located at 1818 E Bear Claw Circle, Salt Lake, UT 84020 ("Property") was completed. Based upon the inspection and upon the information contained in the report, Property has an estimated fair market value of \$935,000.00 as of July 03, 2018. A true and correct copy of the written report of the BPO is attached as **Exhibit 3** to this declaration.

4. After deducting the estimated costs of sale and the total encumbrances from the value of the real property, there is no equity cushion to adequately protect Movant's interest in the real property and there is no equity for Debtor.

5. Furthermore, the real property has no substantial value for the Debtors' estate. According to the Broker's price opinion the fair market value of the real property is 935,000.00. The real property is encumbered by Movant's deed of trust securing a debt of \$1,110,894.48 with additional encumbrances against the property totaling approximately \$280,00.00. Since the total encumbrances against the property are estimated to be \$1,390,894.48, there is no equity in this asset for the Chapter 7 Trustee to administer.

6. As stated above, there have been no chapter 7 schedules or statements filed by the Debtor or petitioning creditor. This involuntary petition filing and case do not appear to be proceeding in good faith and thus, Property is not necessary to an effective reorganization.

7. Movant would submit there is cause to terminate the automatic stay so that Movant can progress enforcement of its contractual default remedies under the Note and Deed of Trust. Pursuant to *11 U.S.C. § 362(d)(1)*, Movant's interest in the Property is not protected by an adequate equity cushion. Pursuant to *11 U.S.C. § 362(d)(2)(A)*, the Debtor has no equity in the

1 Property; and, pursuant to §362(d)(2)(B), the Property is not necessary to an effective
2 reorganization.

3 8. As stated in the Motion pleadings filed on May 01, 2018, Movant asserts that the
4 filing of the involuntary petition is part of a scheme to delay, hinder, and defraud creditors that
5 involves an authorized transfer of interest in the Property without consent of the Movant and
6 multiple bankruptcy filings affecting the property. The multiple bankruptcy filings and
7 unauthorized acquisition of interest in the subject property were completed for the improper
8 purpose of thwarting Movant's foreclosure proceedings
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10 9. I have personal knowledge of the foregoing, except as to those matters stated
11 under information and belief, and as to those matters I believe them to be true, and if called upon
12 as a witness I could and would competently testify thereto.
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14 I declare under penalty of perjury under the laws of the United States that the foregoing is
15 true and correct.
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17 Executed this 31 day of August, 2018, in the City of Lewisville, State
18 of Texas.

19 Chastity Wilson
Assistant Secretary of
Nationstar Mortgage LLC
d/b/a Mr. Cooper
Affiant

20 DECLARANT NAME

21 Chastity Wilson
22 DECLARANT SIGNATURE
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